Foundation of California State University, Sacramento *and* College and University Service Employees, Service Employees International Union, Local 87. Case 20-CA-15255

March 24, 1981

DECISION AND ORDER

On December 3, 1980, Administrative Law Judge David G. Heilbrun issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions and a supporting brief, and the Charging Party filed exceptions and a supporting brief.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge, except as hereafter modified.

We find no merit in the Administrative Law Judge's conclusion that, although Respondent has literally and technically violated the Act in the several respects set forth in the complaint, the overall circumstances in this case do not warrant remedial action of any type. Respondent engaged in unlawful conduct which included threats of changes in working conditions, i.e., work schedules, makeup time, sick leave policy, and installation of timeclocks; interrogation of employees concerning union activities; and a threat that, if the employees selected the Union as their collective-bargaining representative, Respondent would lose control of its revenues. Contrary to the Administrative Law Judge, we find that Respondent's conduct constitutes serious violations of employee rights and warrants issuance of a remedial order.[1] Accordingly, we shall substitute the following Order for the recommended Order of the Administrative Law Judge and require Respondent to cease and desist from infringing upon employee rights and to post the appropriate notice.

CONCLUSIONS OF LAW

1. Foundation of California State University, Sacramento, is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. College and University Service Employees, Service Employees International Union, Local 87, is a labor organization within the meaning of Section 2(5) of the Act.

3. By threatening employees that, if the employees selected the Union as their collective-bargaining representative, timeclocks would be installed; contrary to past practice, anyone sick for 2 or more days would have to bring a doctor's note; no makeup time would be allowed for personal appointments; all employees would be required to work 8 a.m. to 5 p.m. schedules; and Respondent would lose control of its revenues; Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. By interrogating employees concerning their union membership, sympathies, or activities, Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

5. The above-described unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act, we shall order that it cease and desist therefrom and take certain affirmative action necessary to effectuate the policies of the Act.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Foundation of California State University, Sacramento, California, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Threatening employees that timeclocks would be installed if they selected the Union as their collective-bargaining representative.

(b) Threatening employees that, contrary to past practice, anyone sick for 2 or more days would have to bring a doctor's note if the employees selected the Union as their collective-bargaining representative.

(c) Threatening employees that no makeup time for personal appointments would be allowed if the employees selected the Union as their collective-bargaining representative.

(d) Threatening employees that all employees would be required to work 8 a.m. to 5 p.m. schedules if the employees selected the Union as their collective-bargaining representative.

(e) Threatening employees that, if they selected the Union as their collective-bargaining representative, Respondent would lose control of its revenues.

(f) Interrogating employees concerning their union membership, sympathies, or activities.

(g) In any like or related manner interfering with, restraining, or coercing employees in the ex-

[1] *Kal-Die Casting Corporation*, 221 NLRB 1068 (1975).

cercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Post at its place of business at the campus of California State University in Sacramento, California, copies of the attached notice marked "Appendix."[2] Copies of said notice, on forms provided by the Regional Director for Region 20, after being duly signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director for Region 20, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

[2] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted By Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT threaten our employees that timeclocks would be installed if they selected the Union as their collective-bargaining representative.

WE WILL NOT threaten our employees that, contrary to past practice, anyone sick for 2 or more days will have to bring a doctor's note if the employees selected the Union as their collective-bargaining representative.

WE WILL NOT threaten our employees that no makeup time for personal appointments would be allowed if the employees selected the Union as their collective-bargaining representative.

WE WILL NOT threaten our employees that all employees would be required to work 8 a.m. to 5 p.m. schedules if the employees selected the Union as their collective-bargaining representative.

WE WILL NOT threaten our employees that, if they selected the Union as their collective-bargaining representative, we would lose our revenues.

WE WILL NOT interrogate our employees concerning their union membership, sympathies, or activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act.

FOUNDATION OF CALIFORNIA STATE UNIVERSITY, SACRAMENTO

DECISION

STATEMENT OF THE CASE

DAVID G. HEILBRUN, Administrative Law Judge: This case was heard before me in Sacramento, California, on September 11, 1980, based on a complaint alleging that Foundation of California State University, Sacramento, herein called Respondent, verbally threatened employees with adverse changes in their terms and conditions of employment and that Respondent would lose control of its revenues, all if they selected College and University Service Employees, SEIU, Local 87, herein called the Union (except as to occurrences on February 20, 1980), as their collective-bargaining representative, and assertedly later interrogated employees in January 1980 about their union activities.

Upon the entire record,[1] my observation of witnesses, consideration of the General Counsel's oral argument, made at the conclusion of hearing, and of Respondent's post-hearing brief, I make the following:

FINDINGS OF FACT AND RESULTANT CONCLUSIONS OF LAW

As an internal activity of the organization,[2] a five-member personnel committee undertook review of formal personnel policies, as they had existed without appreciable change since 1971. Chaired by one of its three faculty members, this body also comprised David W. Canham, Jr., Respondent's executive director, and Terri Shannon, a grants and contract technician serving as staff representative elected from among employees. Structuring of the new document was done primarily by Research Coordinator Carol Burman during the summer of 1979, and in early fall the personnel committee consummated a review before transmittal to Respondent's governing body for approval.[3] As this transpired former Personnel Staff Technician Carol Brainard typed drafts of the material, making minor editing and content

[1] Certain errors in the transcript are hereby noted and corrected.

[2] Respondent is a nonprofit corporation with its office and place of business at the campus of California State University in Sacramento, California, where it is engaged in the business of receiving and distributing funds for educational purposes and for which it received revenues totalling in excess of $4.6 million during its fiscal year ending June 30, 1979, of which more than $1.9 million was derived from Federal grants. On these admitted facts I find that Respondent is an employer engaged in commerce within the meaning of Sec. 2(6) and (7) of the Act, and otherwise that the Union is a labor organization within the meaning of Sec. 2(5).

[3] All dated hereafter are in 1979, unless shown otherwise.

changes as she did. Canham also provided input, which to Brainard's recollection dealt with refinement in how the executive director was referred to. A final bound document of 29 pages was officially approved as the organization's personnel manual at a board of directors' meeting held November 15.

Among various subjects covered in seven major groupings was phraseology on both work schedule(s) and sick leave. In relevant part these read, respectively:

> 1. *Standard Work Schedule*—The standard work schedule for full-time employees other than special summer hours, shall be eight hours per day on five consecutive days, excluding holidays, from 8:00 a.m. to 5:00 p.m., excluding one hour for lunch.
>
> 2. *Alternate Work Schedule*—Alternate work schedules for full-time employees consisting of forty hours per week, excluding meal period, which must be at least one-half hour for a six hour shift, may be approved by the appropriate Executive employee. Administrative and executive employees shall average at least 40 hours work per week, taking into consideration irregular work flows resulting from deadlines and priorities inherent in their Foundation work.
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> * * * * *
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> 3. *Use of Sick Leave Credit*
>
> a. Sick leave time off with pay shall be permitted to the extent of an employee's sick leave accrual when an employee is unable to perform work because of illness or disability, including medical, dental and optical appointments.
>
> * * * * *
>
> g. Sick leave with pay in excess of two consecutive days may require substantiation by a physician's statement at the discretion of the Supervisor.

Canham testified without contradiction that the personnel manual was silent as to both timeclocks and the concept of "makeup" time. He added that he could not have installed timeclocks without approval of Respondent's board of directors, nor was there any difference in policy with respect to employee makeup time comparing before and after adoption of the manual. Additionally, he testified that the quoted passages represented no change from what had been in effect over several prior years.

It was in this context that during the fall Shannon contacted Kathy Felch, the Union's former northern coordinator, and asked on behalf of various employees that they be informed about steps in organizing themselves. Felch followed up with several meetings out of which she secured authorization cards and prepared the following letter, which she delivered to Canham at his office on November 2.

> This is to advise you that the majority of the regular full-time employees of the Foundation of CSUS wish to be represented by CAUSE-SEIU in all matters pertaining to their employment and in order to promote and protect their economic welfare.
>
> This is to request that you voluntarily recognize CAUSE-SEIU as the exclusive representative of these employees.
>
> I am requesting to meet with you to begin contract negotiations. Please contact me at the address below to arrange a meeting.

Felch testified that in a mood of rising anger Canham responded to this by saying he believed employees had been forced to align themselves with the Union through promise of benefits, and he emphatically declined to extend voluntary recognition.[4] This ended the meeting and Felch walked to a nearby Koin Kafe and made notes of the episode while awaiting prearranged rendezvous with certain of Respondent's employees.

Meanwhile, as testified to by Brainard, Canham had emerged from his office immediately following Felch's departure and in a seemingly upset mood said loudly, "Well, if this is what the staff members want, then there will be timeclocks and there will be other changes made in this work."[5] Shannon testified to being aware of Felch having made an office visit to Canham on November 2, and during that afternoon being approached by Canham in the copy machine room. Under questioning by the General Counsel, she thus described the exchange that followed:

> Q. Now, as best you recall, will you tell us what took place in the machine room that afternoon?
>
> A. Well, at that time, I—my job was basically running the Burroughs L5, which is a machine that we're running, and Mr. Canham came in to make some copies. He set some papers down on the card reader, which is a machine connected to the L5, and turned around to make some copies. Then, when he turned around to face me again, he asked me if we people knew what we were doing.
>
> He said, "Do you people know what you are doing?" That's what he said. Keep going?
>
> Q. Yes.
>
> A. Okay. And I said, "Yes, I think we do." And he said, "No, I don't think you do." And I said, "Yes, we do." And he went on to say that the Union was going to try to control revenues and it would make the Foundation go broke, in that the Union would try to make the Foundation pay more in salary than what the Foundation could afford, and therefore, we would go broke.
>
> He also mentioned that we would have timeclocks, that the scheduled hours for employees would be from 8:00 to 5:00, with no exceptions, in-

[4] On November 5, a representation petition involving the parties was filed as Case 20-RC-14943. This led to a secret-ballot election early in 1980, and ultimate certification of the Union on February 25, 1980, as exclusive collective-bargaining representative for approximately 11 full-time and regular part-time office and technical employees involved in the activity, apart from customary unit exclusions.

[5] Brainard had also recalled a routine staff meeting occurring during the summer, at which Canham made the statement that if employees were to join a union he would resign.

cluding Nancy Strand, who worked different hours, and Shirley Madeira, who worked, I believe, 7:00 to 4:00 at that time, and I also was working 7:00 to 4:00 at that time, but didn't make any mention to me about myself.

He also mentioned that anyone who took two days or more sick leave would have to bring a note from a doctor—okay.

Q. At that time, did you—did you have a policy of being able to take off from work to take care of personal business or other errands?

A. If someone was sick, we would call in and—well, yes, I guess I should say yes.

Q. Well, can you explain to us how that worked?

A. Sure. If a person is sick, they can just call in by 8:00 in the morning and notify someone at the Foundation that we would not be in that say due to our being ill, and every day up to that, if we were sick, we call in and upon your return, you fill out an absence form, have your immediate supervisor sign it, and turn it in, and that's it.

Q. All right. Now, if you needed time off for other purposes other than being sick, was that available?

A. Yes, it was. We have vacation time, CTO[6] time due us, and we also had ways that we could make up time.

Q. All right.

A. Oh, which reminds me—that Mr. Canham said that there would be no making up of time, that if we were late, we would be docked, and if we had to go to the doctor or see the babysitter, we would also have to take CTO time or vacation, that we would be docked. There would be no more making up of time.

Shannon testified further that in December she conversed with controller Jordan Maple, her immediate supervisor, in his office. She recalls Maple basically saying that the Union would try to control revenues of the Foundation, inflate salaries to an unaffordable extent, and cause Respondent to go broke. She added that Maple had simply initiated the subject after she raised questions about a project then underway. Finally Shannon testified that during January 1980 Canham asked her into his office for discussion of projects. From this Canham slid into questioning her about why employees were joining the Union and whether it was because of security or pay reclassification. They then gently debated whether the Union effectively represented employees, and the discussion ended with Shannon resignedly viewing the episode as another example of how Canham lacked good communication skills.

Chronology of this case ends with circumstances occurring during a meeting of the full personnel committee on February 20, 1980. Shannon testified to eerily feeling that all Canham's remarks during this meeting were designed to induce her into voicing a contradiction. She avoided this trap, although suffering his dagger-like gaze, until he finally said, "The Union is trying to besmirch management." With this Shannon said, "No, they're not," and on such contradiction Canham arose out of his seat across the table and leaned, flushed, and menacingly across toward her until other committee members restrained him. This permitted Shannon to breathe more freely and the episode, which the General Counsel advanced ". . . by way of background and not specifically to establish or prove an unfair labor practice . . .," thus concluded.

Respecting the several verbalisms comprising this case Canham denied being angered by Felch's visit on November 2, or that he told her employees had been forced to join the Union. He did recall that moments after Felch's departure he commented inquiringly to Brainard about why Felch would have appeared, to which a noncommittal response was made. Canham flatly denied stating to Brainard that timeclocks would be installed or that employees would lose benefits for engaging in union activities. Canham had no recollection of making a statement during the previous summer that he would resign should Respondent's employees become unionized. Canham also denied discussing the Union's organizational campaign with Shannon on the afternoon of November 2, and as subsumed in such testimony denied that he had said the Union would attempt to control Respondent's revenues to the point of shutting it down, that timeclocks would be installed, that henceforth employees would work only 8 a.m. to 5 p.m. without exception, that he would call for a written medical excuse from any employee claiming at least 2 consecutive days of sick leave, or that makeup time requirements were even discussed let alone that they would be tightened. As to events on February 20, 1980, at the personnel committee meeting, Canham remembered "primarily" referring to an article in a daily newspaper named the Sacramento Union which he did term as trying to besmirch management.[7] Canham admitted that he may have glared at Shannon during the meeting, but was never enraged or engaged in threatening moves toward her as would cause others to restrain him back into a chair. Maple testified that as controller his duties involved financial management reporting and advising on financial affairs. He had no recollection of a conversation with Shannon in December of the type she described, nor to his best knowledge that he ever made a remark about the Union coming to control revenues and bankrupt Respondent.

The necessary credibility resolutions in this case will do much to direct its disposition. Of the five persons testifying, all but Felch were possessed of frailties seeming to affect their testimony. This is particularly true of both Shannon and Canham, the two chief antagonists in what the case is really about. From this an assessment of credibility may be made in three parts. On demeanor grounds and in harmony with all probabilities of the unfolding or-

[6] "CTO" stands for compensatory time off. Canham testified that it is "given" to employees as a makeup for the several State of California holidays which are not formally observed by the University and also embraces the one "personal holiday" accorded each employee per year. CTO is not labelled as such in the personnel manual, but to Canham's understanding would associate with both its holidays and personal holiday provisions. Shannon's casual use of the term in her testimony readily suggests that employees recognize this relationship.

[7] Shannon conceded that during the February 1980 period there were articles in the Sacramento Union newspaper about Canham.

ganizational campaign, Felch is a highly credible witness. She was impressively composed and forthright while on cross-examination and later recall by Respondent only heightened her seeming veracity. This conclusion is strengthened still more by her explanation of union tactics and the content of informal notes she prepared on November 2 (which were made available to Respondent's counsel). While her credibility is remarkably high, the weight of her testimony is limited to showing that Canham displayed a cross-reaction to her appearance. This leads to Brainard who I note had some bias against Canham, but who, nevertheless, displayed sufficiently objective candor as to warrant being believed. I am convinced that she has accurately recounted an impetuous projection by Canham about advent of a union rigidifying working conditions through use of a timeclock tied to other unspecified changes. Respondent earnestly argues against crediting Brainard because of disparity between her testimony and the content of an investigatory affidavit which she signed in April 1980. I find nothing significant in this because what has been raised points merely to routine enlargement on detail and immaterial semantic variations. My evaluation of Maple is on the same plane as Brainard, in the sense that I believe he has conveniently forgotten echoing a theme first expressed by Canham (his superior) to the effect that greedy objectives of the Union would surely doom this nonprofit organization's future.

The third phase of resolving credibility involves considerably more intricate factors. This is based on the separate personalities, motivation, and emotions revealed through the testimony of Shannon and Canham, as well as their interaction. In terms of demeanor as that can be most fairly viewed, and coupling it to other accepted circumstances, I am satisfied that Shannon is at least attempting to be truthful. The problem is that she displays leaky thought processes, a dilettante capacity to absorb fast-breaking reality, and a peculiar style of vacillation that makes it difficult to confidently assess just what she wishes to describe. This overall characterization is based on testimony in which Shannon managed to agree and then immediately disagree that Canham's remarks about sick leave constituted "a threat," in which she practiced typing skills by impulsively tearing notes of various remarks by Canham into "itty, bitty pieces," in which it was first "not a fact" and then unequivocally true that news items of the Sacramento Union were extant, all in context of knowing what Canham "meant by that statement . . . at the time," the rather sophomoric explanation of adopting the term "besmerg," and that while being "sure" that other employees turned in sick leave slips following illness of more than 2 straight days she was "not sure what other people did" in this regard. Notwithstanding such vacillation and uncertainty, I am persuaded to believe that during impromptu dialogue with Shannon on November 2 Canham did generally articulate prospects for changed conditions of employment should the Union prevail. Considering their mutual role on the organization's personnel committee and Canham's cantankerous reaction to Felch having civilly delivered a recognition demand, I consider it most likely that Canham did expound to some degree on how unionized working conditions might compare with those liberally in effect as of November 2 and soon to be codified. I also believe there is enough semblance of truth in her testimony that during December Maple spoke about inclinations of a labor organization to plunder the revenues of this mere auxiliary to the academic process, and that in January 1980 Canham pointedly questioned her about employees' persistent interest in the Union. From the standpoint of demeanor and delivery, Maple's denial of having so spoken was faint-hearted at best. I discredit his meek attempt at concealment, but temper this with a finding that Maple spoke during the particular incident only in the most speculative and tentative sense, gently passing a cue he undoubtedly received from the more forceful Canham. It was, I hold, simply that thought should be given by Shannon and other devotees about how economic self-restraint is often not the touchstone of public (or quasi-public) employee unionism. I expressly decline to find that a discreet, moderately sophisticated person such as Maple, experienced as he is in the nuances of financial affairs, actually uttered the "control the revenues, make [the Foundation] not be able to afford to pay everybody and . . . go broke" verbiage. Instead I find that, while the topic was discussed between Shannon and Maple during December, her testimony is a discountable composite of inadequate ability at recall, suggestibility stemming from these notions having been earlier voiced by Canham and a yet-maturing intellect that tries but often fails to make an accurate perception in the transmutation process of experiencing actual reality. The January episode which paragraph 6(e) of the complaint addresses yields a standard finding that, consistent with his entire outlook toward an unwelcome development in his professional life, Canham unwarrantedly interrogated Shannon about union activities as the imminent secret-ballot election drew near.

It is implicit in what is already written that I generally discredit the testimony of Canham. He denied practically every remark and mood projection attributed to him by witnesses whose persuasion ranged from marginal to excellent. Further, he denied having any authority, as executive director, to change any of the identified working conditions without approval of Respondent's board of directors. Canham did not deny the alleged interrogation of Shannon during January 1980, however Respondent has moved to dismiss this allegation as a matter of law. Canham admitted only to a fleeting question of Brainard on November 2, and circuitously conceded having cast a glare toward Shannon on February 20, 1980. He gave demeanor impressions of not deigning to acknowledge any past blustering, and generated a rather pure, symmetrical form of mendaciousness, save only in explanation that the Sacramento Union newspaper, not the Union herein, was the object of his besmirchment complaint on February 20, 1980.[8]

[8] It is not unusual for a public figure, or at least a controversial one, to be unflatteringly newsworthy. With respect to sister institution Sonoma State University, another California daily newspaper recently carried a story about perceived "wrongdoing" in regard to maneuverings whereby a "longtime friend" of Peter Diamandopoulos, the institution's president, was hired in an administrative capacity after Diamandopoulos found him

Continued

The upshot of overall credibility resolutions is a series of factual findings to the effect that paragraph 6 of the complaint is supported by probative evidence in its entirety, and paragraph 7, at least to the extent of an utterance by Canham, is similarly supported. I do not, however, recommend any remedial action and instead propose that this odd, inconsequential litigation be dismissed. A supervening factor is that self-organization has smoothly proceeded to fulfillment and the tactics, wonderment, and reactions of 1979 have merged into a certification, effective earlier this year. I was not informed of the results of the certification, but contrarily there has been no hint of nonprogress in negotiations that may have followed. More importantly the General Counsel has singled out several blithering remarks all made within scant hours of Canham's astonished encounter with unionization on the hoof. While I do not condone his lack of self-restraint, there are larger perspectives to the case and other public policy to be balanced. In the first place all subjects remarked on were either expressly contained in the laboriously aborning personnel manual to which Shannon herself contributed or were by implication outside the province of Canham to effect. Secondly, it is illogical to seek to elevate prepetition mouthings such as these to the stature of unfair labor practices, while at the same time relegating Canham's bumptious, menacing behavior on February 20, 1980, to the shadowy realm of "background." Next, an analysis of Canham's remark as it is to be assessed within the purview of the complaint's paragraph 7 shows simple rhetoric on its face, from which no prudent person could absorb fear. The statement was heard only by Shannon who herself had fully sounded out the Union's proposed functioning, and there is no hint of how the revenue controlling phenomenon could manifest itself. For this reason, the utterance falls outside doctrine under which the Board finds that employees have been coerced through a provocative prediction of adversity from their selection of a collective-bargaining representative. Further, the isolated interrogation of Shannon by Canham was of such innocuous character as to lack any bona fide reason that it be formally remedied.[9] Shannon's own stylized testimony highlighted only her disappointment and mood change, a far cry from common instances in which untoward interrogation of other settings would reasonably have a coercive effect. In summary, this entire case is well suited to Member Penello's frequent observations that the Board is best advised not to concern itself with "trivia" and "trifles." See *Peerless Food Products, Inc.*, 236 NLRB 161 (1978); *United States Postal Service*, 242 NLRB 288 (1979).

Notably both Brainard and Shannon did little to conceal their dislike of Canham. I construe their controlled testimony touching, respectively, on his "reactionary" style with "some things left to be desired" as tacit agreement with the questioner's probing about it being true that they each had some animosity toward him. Furthermore, they plainly observed that "underlying feeling" concerning "some of the things we've done," reflected a longstanding desire among employees to see Canham gone as executive director. In view of this undercurrent, the fact that my discrediting of Canham embodies finding he once recklessly did announce how he would bow out under the presumed affront of unionization, the several totally unfulfilled "threats" that he made, and the overall theme of the General Counsel's case, it may fairly be said that Canham's most insidious conduct was failure to resign as so gallantly predicted.

[Recommended Order for dismissal omitted from publication.]

to be "most qualified" from among 50 applicants. The news story carried Diamandopoulos' denial of the charge and his characterization of adverse criticism as "political." Independent-Journal, San Rafael, California, Wednesday, October 1, 1980, p. 11, "Censure vote due at SSU."

[9] Respondent contends that mere interrogation in an atmosphere devoid of threat or promise need not be found to constitute unlawful conduct. This principle is no longer viable in view of a recent Board decision overruling past authorities to that effect. *PPG Industries, Inc., Lexington Plant, Fiber Glass Division*, 251 NLRB 1146 (1980).